TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, jewelry related products and merchandise ("Merchandise") as may be agreed upon, pursuant to the terms and conditions set forth herein and in a memo or other documentation. If no notice of defect in shipment, or return of Merchandise, is received by Consignor within 5 business days after Consignee's receipt of such Merchandise, such Merchandise shall be deemed acceptable to and accepted by Consignee and there shall be no liability or recourse to Consignor therefor. 2) Insurance; Risk of Loss. Consignee shall insure the Merchandise for its full value for and against all risk of loss. Consignee assumes all risks of loss from the time Merchandise is received by it until returned to and accepted by Consignor, and will name Consignor as a loss payee and an additional named insured. Consignee it will promptly pursue on Consignor's behalf all remedies and payments in the event of any loss or damage and will immediately notify Consignor in writing of any loss or damage. Consignee shall be responsible to Consignor for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not and si be responsible to Consignor for any deductible amount not paid by insurance in the event of any loss or damage. 3) True Consignment; Title; UCC Interest. The part agree that this Agreement creates a true consignment and that all transactions hereunder shall constitute true consignments and not the purchase and sale of merchandise. If, notwithstanding the provisions of this Agreement, a court of competent jurisdiction determines that Consignee has any right, title or interest in the Merchandise or proceeds other than as a consignee, Consignor shall have, and is hereby granted, a first priority and continuing lien on and security interest in the Merchandise and all additions, replacements, proceeds, accounts receivable, and insurance proceeds therefrom. Consignee authorizes filing of, and shall sign and deliver to Consignor, such financing statements and other documents as Consignor may reasonably request from time to time. Title to Merchandise proceeds shall immediately vest in and belong to Consignor upon sale until the cost charged to Consignee for such Merchandise has been received by Consignor in immediately available funds. Consignee shall keep all Merchandise and proceeds separate, identifiable and traceable. Notwithstanding the foregoing, the security interest that of pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect may be conveyed to Consignor or which Consignor n

Consignor's ownership of the Merchandise. Notwitl obligations owing to Consignor, the rights and prior to the Merchandise at all times and Consignor may contesting, the validity, perfection, priority or enfor connection herewith or contemplated hereby in far order, memo form, invoice, correspondence, or oth under any circumstances unless and until Consign Consignee shall provide Consignor with monthly shall list all sales, returns, and lost or damaged after receipt or the Sales Report. Consignor may such request or any termination, all Merchandis previously sold, lost or damaged, within 5 busin shall become immediately due and payable. Co possession of and remove the Merchandise wi 5) Other Covenants; Representations. Consign other encumbrance (each a "Lien") in or on an any such Lien. Consignee may sell the Mercha bulk or in any other manner, of any Merchanc money security interest or similar conditions. cash exchange and not the payment for an a applicable, duly organized under the laws of preamble to this Agreement. CONSIGNOR N IMPLIED WARRANTIES OF MERCHANTABILIT Consignor and its shareholders, directors, c expense (including, without limitation, lega Consignee or any of Consignee's affiliates, Consignee shall pay all expenses including rights and remedies with respect to the ${\sf N}$ The language used in this Agreement is c forth the final and entire understanding v charged with such modification, waiver o hereunder shall not affect the right of su or unenforceability shall attach only to s provision shall be construed and limited without the prior written approval of Co an original and all of which taken toge AN AS IS, WHERE IS BASIS. ALL ITEMS are from multiple sources and have no are found to be synthetic, SimplexDia tems/labels/tags/Invoices are in car up, .40 or 3/8 = .37 up, .33 or 1/3 = .40weights on closeout merchandise - t to SimplexDiam in writing within five amounts will result in a monthly late of Law; Jurisdiction. This Agreemen

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/1/2023

Tracking Number: 1Z0173YV0117849485

Confirmation Number : AF602211 Reference Number: 100266665

Customer Reference Number: 10026665

bulk or in any other manner, of any Merchand money security interest or similar conditions. cash exchange and not the payment for an a	* Saturd
applicable, duly organized under the laws of preamble to this Agreement. CONSIGNOR N IMPLIED WARRANTIES OF MERCHANTABILIT Consignor and its shareholders, directors, cexpense (including, without limitation, legal Consignee or any of Consignee's affiliates, Consignee shall pay all expenses including rights and remedies with respect to the N The language used in this Agreement is a Ship To	* Saturday Pickup : No * Saturday Delivery : No * COD Services : No * Adult Signature : No * Residential Delivery : No * Schedule Pickup : No * Pickup Date :
charged with such modification, waiver of hereunder shall not affect the right of such modification, waiver of hereunder shall not affect the right of such provision shall be construed and limited without the prior written approval of Coan original and all of which taken toger AN AS IS, WHERE IS BASIS. ALL ITEMS are from multiple sources and have not are found to be synthetic, SimplexDiar items/labels/tags/Invoices are in callup, .40 or 3/8 = .37 up, .33 or 1/3 = . weights on closeout merchandise – the such as the right of such provides and the right	* Direct Delivery Only: No * Direct Signature: No Service Type: Next Day Air Package Type: EXPRESS BOX Weight: 1.00 lbs Insured Value: 1,000,00 USD
to SimplexDiam in writing within five	Est. Ship & Ins Cost: \$29.42 Est. Optional Charges: \$5.14 Total Estimated Cost: \$34.56 Where allowed by law, shipper authorizes UPs to act as forwarding agent for export control and technology or software were exported from the US in accombined.

Consignor or granted in ing in this Agreement or any e to Merchandise to Consignee rting; Payment; Inspection. each calendar month (which st and damaged within 5 days ent at any time. In the event of e not returned, whether dness of Consignee to Consignor equity, the absolute right to take s books and records at any time. urity interest, lien, attachment or and will take all action to remove nt, no other sales of Merchandise, on consignment, credit, purchase es hereto to be a contemporaneous on or limited liability company, as siness is the location set forth in the DING, WITHOUT LIMITATION, ify, defend and hold harmless obligation, claim, allegation, or nd/or (b) the acts or omissions of oyees, vendors or contractors. 7) Fees th the enforcement of Consignor's severability; Assignment; Counterparts either party. This Agreement sets 1 writing signed by the party to be 1 hereof or exercise any rights nvalid or unenforceable, such invalidity n of this Agreement and any such eement is not assignable by Consignee ctronic signature, each of which shall be OUT MERCHANDISE SHALL BE SOLD ON vered are natural. However the diamonds that any diamond in a lot of diamonds ts stamped on the

of its interests hereunder or any other defect in any interests or

anaction herewith. Consignor shall have title

ontest, or assist any party in

= 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 are not responsible for the estimated ice or terms must be reported by Consignee mely payment to SimplexDiam for any e charged under applicable law. 12) Choice t reference to its rules as to conflicts of law). based on forum non conveniens or any other Agreement in any jurisdiction other than New papers therein and agree that the service other address thereof of which the sending

party has received notice. 13) Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR

PROCEEDING RELATING TO THIS AGREEMENT OR ANY COUNTERCLAIMS RELATING TO THIS AGREEMENT.

thereof may be made by certified mail, return receipt requested, directed to the party at the address set forur-

York County, State of New York. The parties waive personal service of any summons and

BANK WIRING INSTRUCTIONS

Valley National Bank, 350 Madison Avenue, New York, NY 10017 USA

Tel: 312-419-4115 - Fax: 212-626-1276

Account Number: 8608095400 Routing Number: 026002794 SWIFT Code: LUMIUS3N